

# **EXHIBIT 20**

1 IN THE UNITED STATES DISTRICT COURT

2 MIDDLE DISTRICT OF FLORIDA

3 TAMPA DIVISION

4  
5 REBOTIX REPAIR, LLC

6 Plaintiff,

7 vs.

Case No. 8:20-CV-02274

8 INTUITIVE SURGICAL, INC.,

9 Defendant.

10 -----/

11  
12  
13 REMOTELY CONDUCTED

14 VIDEOTAPED DEPOSITION OF RONALD LEE BAIR, JR.

15 Livermore, California (Witness's location)

16 Monday, May 24, 2021

17  
18  
19  
20  
21 Stenographically reported by:  
LORRIE L. MARCHANT, RMR, CRR, CCRR, CRC  
22 California CSR No. 10523  
Washington CSR No. 3318  
23 Oregon CSR No. 19-0458  
Texas CSR No. 11318

24  
25 Job No. 194222

1 next exhibit. This will be from Folder 3. I  
2 believe this will be Exhibit 14.

3 THE STENOGRAPHER: I believe so.

4 (Marked for identification purposes,  
5 Exhibit 14.)

6 MR. ERWIG: This will be 6'20'19 Bair to  
7 Cooley.

8 BY MR. ERWIG:

9 Q. Screen share this with you, Mr. Bair. Do  
10 you see this on the screen in front of you?

11 A. Yes, I do.

12 Q. I'll draw your attention to an e-mail a  
13 little bit lower on this thread.

14 Do you recognize this e-mail from  
15 June 20th, 2019?

16 A. Yes, it does ring a bell.

17 Q. How do you recognize it?

18 A. I authored it.

19 Q. What do you mean by that?

20 A. I wrote the e-mail from my e-mail address  
21 and sent it to a sales representative -- I believe  
22 Jack Groner is one of our key accounts directors --  
23 and Matt Pate with whom we were working with at  
24 USPI, or United Surgical Partners, I believe.

25 Q. And down below there's an e-mail from Jack

1 Groner to Matt Pate, yourself, and AJ Inacay.

2 Do you see that?

3 A. Yes.

4 Q. It mentions a third-party company that's  
5 placing nonapproved computer chips back into an  
6 instrument; is that right?

7 A. That is correct.

8 Q. Your response later up the thread is --  
9 well, withdrawn.

10 Matt then sends a question to Jack Groner  
11 that asks "What section of the contract prohibits  
12 reprocessing?"

13 Do you see that?

14 A. Yes.

15 Q. Then you reply, "Hi, Jack/Matt. It's  
16 traditionally in the second sentence of Section 3.4  
17 of the sales license and service agreement."

18 Do you see that?

19 A. Yes.

20 Q. And you specifically cite something that  
21 you refer to as standard language in a section in  
22 its entirety. Do you see that?

23 A. Yes.

24 Q. That cited language is "Customer will not  
25 nor will customer permit any third party to modify,

1 disassemble, reverse-engineer, alter, or misuse the  
2 system or instruments and accessories."

3 Do you see that?

4 A. That is correct.

5 Q. Is it your understanding that that's  
6 standard language in each sales contract that  
7 Intuitive has with its hospital customers?

8 A. That is my understanding.

9 Q. And it's your understanding that the  
10 standard -- withdrawn.

11 It's your understanding that the sales  
12 license and service agreement is meant to stop the  
13 hospitals from engaging third parties to repair  
14 EndoWrists; right?

15 MS. LENT: Object to the form.

16 THE WITNESS: One implication of the  
17 limited license would include, as stated here, third  
18 parties engaging in activities that would modify,  
19 disassemble, reverse-engineer, alter, or misuse the  
20 system or instruments and accessories.

21 BY MR. ERWIG:

22 Q. And it's your understanding that, in the  
23 manner in which those terms are written into the  
24 contract, that hospitals are not permitted to  
25 utilize third parties to perform repairs or services

1 on their EndoWrists; right?

2 A. Could you clarify what you mean, "service"?  
3 As I mentioned, there are user serviceable  
4 components, and reprocessing and sterilization --  
5 disinfection, cleaning, reprocessing, sterilization,  
6 et cetera, could all be considered permissible  
7 services under the licensing as long as they do not  
8 modify, disassemble, reverse-engineer, alter, or  
9 misuse.

10 Q. Well, let's talk about disassemble. If a  
11 third party inserts a chip into the EndoWrist to  
12 reset the use counter, that would constitute a  
13 violation of Section 3.4; is that right?

14 A. That is correct.

15 Q. And the purpose of the sales license and  
16 service agreement is to stop hospitals from using  
17 third parties to perform those types of  
18 services; right?

19 MS. LENT: Object to the form.

20 THE WITNESS: We do not deem what you  
21 stated to be a service, as I stipulated in my  
22 previous response.

23 BY MR. ERWIG:

24 Q. Well, it's your understanding that the  
25 sales license and service agreement is designed to